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NOV 13 2007

REMARKS

In the Office Action, the Examiner rejected claims 1-8, 12, 20, 21, 23, 24 and 37-39 under 35 U.S.C. § 103. This rejection should be withdrawn for at least the reasons noted below. Claims 1-21, 23-34 and 37-39 remain pending, of which claims 9-11, 13-19 and 25-34 have been withdrawn by the Examiner.

Reconsideration is respectfully requested based on the following remarks.

Rejection of Claims 1-8, 12, 20, 21, 23, 24 and 37-39 under 35 USC 103

In the Office Action, claims 1-8, 12, 20, 21, 23, 24 and 37-39 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Ralston et al., U.S. Patent 6,389,454, in view of Donnelly et al., U.S. Patent 6,049,776. Applicants respectfully disagree.

The claimed invention presents numerous non-obvious differences as compared to the cited references. However, to facilitate Examiner review, Applicants have concentrated on a selected few of such differences in the following discussion.

1. Claim 1

Claim 1 pertains to a computer-implemented method for providing an on-line appointment between a service provider and a user who is interested in a service the service provider may be able to provide. In Ralston et al. the described method is for scheduling an appointment with a facility, namely, a medical facility for some procedure. Ralston et al. at col. 5, lines 27-32 states (emphasis added): "Thus, the scheduling server 80 generates the appointment candidates by communicating with the organization's remote schedule servers 38, 48 58, which in turn communicate with the organization's facilities 35, 45, 55 to determine which of the facilities are available to provide the requisite services at the preferred data and time."

Claim 1 provides various distinguishing features from Ralston et al. as argued in previous responses which are incorporated herein by reference. Moreover, among other distinguishing features, claim 1 recites: "checking another calendar of the service provider to determine if there is a conflict between the first calendar and the another calendar due to the selected appointment time...." Here, the Examiner admits that Ralston et al. fails to teach such checking of another calendar. See Office Action, page 5.

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Nevertheless, to overcome this deficiency of Ralston et al., the Examiner combines Ralston with Donnelly et al.

Donnelly et al describes a human resource management system for staffing projects. On page 5 of the Office Action, the Examiner states that "Donnelly et al teaches a calendar system wherein as calendar entries are added the system checks for any schedule conflicts (i.e., duplicate calendar entries for the date); the user is notified of the conflict...." In support of this statement the Examiner references column 18, lines 30-43, and column 18, lines 53-64 of Donnelly et al., which concern FIGs. 17, 28 and 29.

In Donnelly et al., FIG. 17 illustrates a screen for adding a calendar event, and FIG. 29 illustrates a screen for informing the user of a schedule conflict. More particularly, the screen in FIG. 17 is an Add Calendar Entry Screen that is used to make entries into the schedule of an employee. Donnelly et al., col. 17, lines 26-28. In making an entry, the user enters a beginning date, an ending date, beginning times and ending times. Once these dates and times have been entered, the entry into the employee's schedule can be made. In this regard, Donnelly et al. states:

When the Update button is selected after entering the calendar entry information, an entry will be made in the Calendar for each day between the Begin Date and End Date. As calendar entries are generated, the system will check for any schedule conflicts (i.e., duplicate calendar entries for the data during the begin and end times). The user is notified of each schedule conflict and is asked whether to override the original entry, as will be discussed hereinafter with respect to the Schedule Conflict screens of FIGS. 28 and 29. If the user overrides, the original calendar entry is deleted (inactivated) and the new entry is added to the Calendar. Otherwise, the original calendar entry is retained and a new calendar entry for the conflict data is not added.

Donnelly et al., col. 18, lines 31-46.

While Donnelly et al. discusses the ability to check for schedule conflicts when entries into an employee's schedule are attempted, Donnelly et al. is only checking for scheduling conflicts with a single schedule for the employee. Claim 1, as noted above, recites "checking another calendar of the service provider to determine if there is a conflict between the first calendar and the another calendar due to the selected

appointment time....” Claim 1 is thus checking between two separate and distinct calendars of a service provider. In other words, the checking in claim 1 operates to check a first calendar for a service provider with another calendar of the service provider. That is, both calendars are for the same service provider. Donnelly et al. **does not teach or suggest checking for conflicts between two calendars of the same person.** Indeed, Donnelly et al. clearly suggests otherwise. Donnelly et al. deals with only a single calendar and notifies its user if an attempted entry conflicts with a prior entry in the calendar. There is but one calendar or schedule for an employee in Donnelly et al. so there cannot be any teaching or suggestion for checking of calendars for the same service provider as recited in claim 1.

For at least these reasons, it is submitted that claim 1 is patentably distinct from Ralston et al. alone or in combination with Russell.

2. Claim 12

For reasons similar to claim 1 provided above, it is submitted that claim 12 is patentably distinct from Ralston et al. alone or in combination with Donnelly et al.

3. Claim 20

Claim 20 pertains to an on-line appointment system that supports a large number of users in making appointments over the Internet. Among other things, claim 20 recites: “a synchronization application that provides for automated review of an appointment that has been scheduled to determine whether the scheduled appointment conflicts with at least one entry in a local software calendar of one of the service providers, where the appointment database also provides a calendar for that service provider....” Since Ralston et al. is admittedly deficient in teaching the synchronization application of claim 20, the Examiner again relies on Donnelly et al. However, Donnelly et al. is unable to teach or suggest the synchronization application and its associated conflict checking operation. More particularly, the conflict checking operation in claim 20 operates to check a calendar for a service provider provided by the appointment database with another calendar, namely, a local software calendar of the service provider. Again, both calendars are for the same service provider. **Donnelly et al. does not teach or suggest**

checking for conflicts between two calendars of the same person, particularly when one calendar is a local software calendar. Further, claim 20 specifies that the automatic review provided by the on-line appointment system of claim 20 is for an appointment that has been scheduled via an appointment server and an appointment database, whereas in Donnelly et al. the checking for conflicts with a single schedule for the employee are done while scheduling is being attempted (meaning that unresolved conflicts prevent the scheduling). For at least these reasons, it is submitted that claim 20 is patentably distinct from Ralston et al. alone or in combination with Donnelly et al.

4. Conclusion

Based on the foregoing, it is submitted that claims 1, 12 and 20 are patentably distinct from Ralston et al. alone or in combination with Donnelly et al. In addition, it is submitted that dependent claims 2-8, 21, 23, 24 and 37-39 are also patentably distinct for at least the same reasons. The additional limitations recited in the independent claims or the dependent claims are not further discussed as the above-discussed limitations are clearly sufficient to distinguish the claimed invention from Ralston et al. and/or Donnelly et al.

Summary

It is respectfully requested that the Examiner withdraw the rejections of claims 1-8, 12, 20, 21, 23, 24 and 37-39 under 35 USC § 103(a). Reconsideration of the application and an early Notice of Allowance are earnestly solicited.

If there are any issues remaining which the Examiner believes could be resolved through either a Supplemental Response or an Examiner's Amendment, the Examiner is respectfully requested to contact the undersigned representative at the telephone number listed below.

Respectfully submitted,



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